

AGENDA ITEM 26

Consider approving Professional Services Agreement for Cobb, Fendley & Associates, Inc. pertaining to FM 1660, between CR 134 and 101.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve Professional Services Agreement for Cobb, Fendley & Associates, Inc. pertaining to FM 1660, between CR 134 and 101.


Vote: **5 – 0**

< Attachment >

Contract No. FM 1660 Relocation / Cibo Funding & Associates

Checklist

Prior to Initiation of Work

- 
- ☒ Signed and Executed Agreement
 - ☒ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
 - ☒ Production Schedule – Exhibit IV
 - ☒ Hourly Rates of Engineer – Exhibit II
 - ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
 - ☒ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
 - ☒ Contractors Qualification Statement – Appendix B
 - ☐ Insurance
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

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Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

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SERVICES AGREEMENT

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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.

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D. **Engineer** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
3. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule


- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Appendix A – Scope of Services (Exhibit D – Fee Schedule). Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

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- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

**Section IV
Period of Service**

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 509 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. 
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *Engineer* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Engineer* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *Engineer* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Engineer* shall be liable for any additional costs incurred by *County*.
- F. *Engineer* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme

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difficulty of fixing and ascertaining *County's* actual damages, *Engineer* agrees that One Hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Engineer* for every day that *Engineer* does not meet the production requirements set forth in Exhibit IV.

- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to

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- County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructable, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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Section VIII
Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.

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- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.

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- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI
Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

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- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Cobb, Fendley & Associates, Inc.
8000 Centre Park Dr., Suite 370
Austin, Texas 78754

COUNTY: Williamson County (or successor)

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney

Attn: File No.

and to: Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to:

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

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- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Engineer.** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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EXECUTED this _____ day of _____, 200____.

THE ENGINEER:

BY: _____

Printed Name: Allen Watson

Title: Vice President

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By: _____

Funds Verified By: _____

County Attorney

County Auditor



OK
my 4-22-04

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EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of **\$620,000.00** (see Appendix A – Scope of Services, Exhibit D – Fee Schedule).
- 1.2 The basis of compensation for the scope of services of principals and employees engaged in the performance of the work shall be the hourly rates as set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Appendix A – Scope of Services, Exhibit D – Fee Schedule, to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

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SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$620,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should provide a detail of the hours worked by staff-person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit. Invoice should detail hours worked by staff-person.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

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EXHIBIT I**ATTACHMENT A****WORK AUTHORIZATION NO. _____**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Cobb, Fendley & Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$620,000.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on April 28, 2006, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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EXHIBIT I

ATTACHMENT A

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

Cobb, Fendley & Associates, Inc.

By: _____

Signature

Allen Watson

Printed Name

Vice President

Title

04/20/04

Date

COUNTY:

Williamson County

By: _____

Signature

John C. Doerfler

Printed Name

County Judge

Title

5-11-04

Date

OK
my 4-22-04

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EXHIBIT II**HOURLY RATES**

Cobb, Fendley & Associates, Inc.
2004 STANDARD RATE SCHEDULE
January 1, 2004 – December 31, 2004

		<u>HOURLY</u>
6140	Senior Engineer.....	\$135/HR
0340	Project Manager.....	\$120/HR
5840	Project Engineer.....	\$105/HR
0640	Graduate Engineer.....	\$ 80/HR
5640	Designer.....	\$ 75/HR
0430	CAD Operator.....	\$ 68/HR
1650	Registered Professional Land Surveyor.....	\$ 88/HR
1350	Utility Specialist.....	\$105/HR
0750	Survey Technician.....	\$ 68/HR
6010	4- Man Survey Crew.....	\$120/HR
1410	3- Man Survey Crew.....	\$110/HR
1510	2- Man Survey Crew.....	\$ 93/HR
7250	Post Processing GPS Data.....	\$ 85/HR
2680	Right-of-Way Agent.....	\$ 80/HR
3845	Construction Manager.....	\$ 95/HR
3745	Construction Observer.....	\$ 70/HR
1870	Telecommunications Specialist.....	\$ 70/HR
6970	Telecommunications Technician.....	\$ 55/HR
1290	Administration/Clerical.....	\$ 50/HR

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B) \$0.30/Foot

Level B – Designation (Without Level C & D) \$1.20/Foot

Level A – Location (Non-Destructive Excavation):

➤ Vertical Depth:	0 Ft. – 5 Ft.....	\$ 900/Hole
	5 Ft. – 8 Ft.....	\$1,100/Hole
	8 Ft. – 13 Ft.....	\$1,480/Hole
	13 Ft. – 20 Ft.....	\$2,075/Hole
	> 20 Ft.....	\$3,190/Hole

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Ground Penetrating Radar	To Be Negotiated
SUE Technician (With Equipment).....	\$85/HR
Locating (With Equipment & Two (2) Technicians)	\$295/HR
Traffic Control Officer.....	@ Cost
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles	\$3.00/Mile
Location Vehicles	\$6.00/Mile

REIMBURSABLE

Consultant or Specialty Contractor	@ Cost + 10%
Courier, Printing, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem (Per Day/Person).....	\$30/Day
GPS (Per Day/Receiver)	\$125/Day
Title Plant Charges	@ Cost + 10%
Technology Charge.....	\$3.50/HR/Person

In-House Reproduction:

➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17").....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$2.25/Sq. Ft.
➤ Blueines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes).....	\$6.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints.....	\$9.00/Each

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EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

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EXHIBIT IV**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.

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3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

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EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **\$1,000,000.00** per occurrence and **\$2,000,000.00** in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **\$1,000,000.00** combined single limit in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of **\$1,000,000.00**.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

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APPENDIX A**SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

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SCOPE OF SERVICES – APPENDIX A**EXHIBIT A****Services To Be Provided By County**

County shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs *Engineer*.

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SCOPE OF SERVICES – APPENDIX A**EXHIBIT B****SERVICES TO BE PROVIDED BY THE ENGINEER**

Description of Work Tasks (TxDOT Function Code)

Work Authorization (WA) No. 10 will involve supplemental topographic surveying, schematics design, environmental services, and public involvement for relocation of existing FM 1660 in Williamson County, Texas. The technically preferred alternative for the County was previously identified during WA 7 (Feasibility Study) work. However, designation as a TxDOT Farm to Market Road requires an environmental study that could include alternative routes. The scope of services for the proposed relocation of FM 1660 will include but not limited to supplemental topographic surveying, environmental assessment, schematic design, public agency meetings, hydrologic studies, preliminary traffic study, and ROW mapping.

Scope of Services**I. F.M. 1660 Preferred Alternative****A. Abstracting/Right-of-Entry/Field Reconnaissance****1. Abstracting (130)**

The Engineer will determine ownership data and prepare an abstract map for the proposed F.M. 1660 study limits. Abstracting will be defined as a research of the official real property records and other records maintained by public agencies that are considered public information. Abstracting will be sufficient to determine the following:

- a. Any interests of public record held in land to be acquired by potential alternatives.
- b. The total record holdings of an owner contiguous to land to be acquired from that owner.
- c. Any interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.).
- d. Any improvements proposed by other agencies that may have a bearing on project development.

2. Right-of-Entry (130)

It will be the responsibility of the Engineer to secure permission to enter private property for purposes of survey, environmental investigations and geotechnical investigations. It is the stated policy of the County to make every effort possible to maintain positive relations with the public. In pursuance of that policy, the Engineer will not commit acts that will result in damages to private property and will make every effort to comply with the wishes and address the concerns of private property owners.

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3. Supplemental Field Surveying

- a. Supplemental topographic surveying for incorporation into existing digital terrain model. Supplemental surveying will be performed to identify existing drainage patterns, verify aerial mapping, and fill in areas not readily identified by aerial mapping (i.e. waterways drainage structures, and under tree canopies). The supplemental surveying outside the ROW will be collected along the same limits as the cross-sections within the ROW in the areas previously surveyed.
- b. Utility Coordination: The Engineer will locate the horizontal and vertical location of utilities. Contact the owners and existing utilities on-the-ground and evaluate the utility conflicts with proposed construction.
- c. Ditch cross sections of affected waterways 500 feet upstream and downstream of the proposed crossing.
- d. Field identification of planimetric features within the study area for potential alternatives.

B. Base Plan Sheet Preparation

1. Process field survey data.
2. Compile into MicroStation compatible drawing files set to TxDOT standards.
3. Overlay survey data on digital ortho-photo.

C. NEPA Review and Document Preparation for Proposed Improvements to FM 1660

This NEPA task is to provide environmental analysis that will support the desired transportation improvements (Project) to existing road FM 1660 between County Road 100 (North End) and County Road 134 (South End) near Hutto in Williamson County, Texas. The objective of the NEPA task is to evaluate alternative, feasible transportation improvements, and conduct and document an environmental assessment (EA). The environmental and preliminary engineering documents will be used to obtain environmental clearance for the Proposed Action within the framework of the National Environmental Policy Act (NEPA), Texas Department of Transportation (TxDOT) requirements, and the Federal Highway Administration (FHWA).

The existing FM 1660 roadway between County Road 100 and County Road 134 serves a historically rural geographic region that is now experiencing urban development with associated, increasing traffic demands. The County previously directed a feasibility study that would identify improvements. This study indicated that capacity, mobility, and safety considerations would likely require a new alignment over approximately 6.5 miles, and would likely require more lanes and improved interchanges for connectivity to the regional transportation infrastructure.

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This NEPA task will use the results of the previous feasibility activities, but continue development within the NEPA framework and in collaboration with TxDOT and FHWA. Although any proposed transportation action and associated attributes and characteristics will actually develop from the proposed environmental, engineering, and public outreach efforts, certain key elements from previous feasibility efforts have created the basis of this NEPA task:

- The existing alignment does not meet design standards with regard to issues such as lane width and geometrics
- FM 1660 is constrained along much of its length with development that would hamper reconstruction actions such as widening and re-alignment
- The existing, and anticipate, land use along FM 1660 is residential and other uses that are not compatible with a higher-service roadway
- The development and environmental clearance for a 200-foot right-of-way (ROW) for approximately 6.5 miles of new alignment that bypasses Hutto is a feasible transportation action
- The new alignment would allow four lanes of traffic (possibly built as two lanes initially with future expansion to four)
- A potential intersection with U.S. 79; and the Union Pacific Railroad (UPRR) tracks, will be initially constructed as signalized, at-grade intersections, but will be developed to allow future redesign and construction for grade separation

The activities of this NEPA task include:

- Develop Scope – early agency and public coordination, procedural beginnings of NEPA process, and general data collection. This activity discovers the issues that must be considered, and the approach that is most applicable.
- Preparation of a draft-NEPA document including public hearings. Phase II will include release of a draft environmental assessment (EA) document
- Assist in preparing a response to comment received on the draft EA. Preparation and release of a final EA document for support of a FONSI.

The Engineer will coordinate an environmental review of the proposed project to provide documentation of project alternatives, environmental constraints, public and resource agency comments, and anticipated adverse and beneficial effects to the human and natural environment. The Engineer will document the above work effort, including additional alternative location studies, traffic analyses, conceptual designs, and costs, and will assess the impacts to the human and natural environment for the proposed project. The Engineer will assemble and summarize all technical information, methodologies, and results of analyses in the correct format for an Environmental Assessment (EA) in accordance with applicable procedures of the TxDOT Environmental Affairs and the Austin District, and the requirements of the National Environmental Policy Act (NEPA) and Federal Highway Administration (FHWA) Technical Advisory 6640.8A. The EA will address the following topics:

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1. Purpose and Need

The Engineer will work with the COUNTY to document the purpose and need for the project. This documentation will include information regarding:

- a. Project status and history
- b. Project need
- c. Roadway deficiencies
- d. System linkage/modal interrelationships
- e. Social demand and economic development
- f. Transportation demand and capacity
- g. Safety

Assumptions:

- Task C-1 will be based on information regarding project history, planning, and previous studies from CFA and the County.
- Evaluation of existing and project traffic will be based on existing data only. Traffic modeling has been performed by Alliance Texas for the County and will be supplied for all traffic related Tasks.

2. Evaluation of Project Alternatives

The Engineer will discuss the range of project alternatives, including any previously developed and any identified in this study. Each such alternative will be documented in summary form as the basis for establishing feasible alternatives and the technically preferred alternative. The evaluation will include consideration of:

- a. The No-Build Alternative
- b. The Build Alternatives

Discussions will be provided on the range of alternatives, including the methodology by which alternatives were initially identified, selected for further study and documented in the EA, or eliminated from study. The alternatives will then be narrowed to the feasible alternatives for evaluation in more depth in the NEPA document.

Assumptions:

- It is anticipated that no more than three feasible Build alternatives will be carried forward for in-depth evaluation.

3. Documentation of Existing Environment and Potential Environmental Impacts.

- a. The Engineer will study the existing environment within the study area. Information on the existing social, economic, and environmental setting within the study area will be obtained, reviewed, and used to evaluate the potential impacts of the project alternative. This will include information from data collection, literature reviews, agency contacts, and field investigations. The Engineer will document the environmental impacts of the alternatives carried forward for detailed study. The discussion of impacts will include their relationship to the surrounding study area so that relative importance or significance can be determined. Adequate attention will be given to the impacts of the No-Build or Do-Nothing Alternative. Impacts to be addressed will be in accordance with applicable state and federal guidelines and will include the following as applicable to this project:

(1) Land Use/Relocation Impacts

Address/prepare the following:

- (a) Review available plans (transportation, land use, municipal, and state).
- (b) Identify potentially impacted commercial and agricultural operations
- (c) Identify potentially impacted land uses within the study area (structures, areas by type).
- (d) Identify potentially affected community resources (school districts and facilities, churches, cemeteries, parks, and recreation areas).
- (e) Evaluate number of households potentially displaced based on windshield survey and aerial photographs; records search and/or intrusive interviews will not be conducted.
- (f) Determine availability of alternative housing (price ranges, size, and occupancy status).
- (g) Estimate number, description, type of occupancy, and size of displaced businesses.

(2) Prime Farmlands

Address/prepare the following:

- (a) Prepare Form AD 1006.
- (b) Identify farmland soils for the project alternatives (prime, unique, other than prime of statewide importance, and other than prime of local importance).

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- (c) Consult with Soil Conservation Service, Natural Resources Conservation Service, and other appropriate agencies if necessary.

(3) Social

Address/prepare the following:

- (a) Identify character and demographics of project area and evaluate potential impacts of the project alternatives on community cohesion, community services, and community facilities.
- (b) Based on available census data, evaluate if there are any minority, low-income, or Title VI populations in the project area. If so, evaluate whether potential impacts of alternatives have a disproportionate, adverse effect on such populations (Executive Order 12898, February 11, 1994).

(4) Economic

Address/prepare the following:

- (a) Evaluate potential impacts on economic conditions and development within the project area.

(5) Pedestrian and Bicycle Facilities

- (a) Evaluate potential impacts relative to trails in the project area

(6) Air Quality

Address/prepare the following:

- (a) The air quality conditions and status of the project area will be described. A qualitative discussion of the potential effects on air quality will be prepared.

(7) Noise Analysis

Address/prepare the following:

- (a) Inventory potential noise-sensitive receptors and establish the Project area's existing noise level range. In accordance with TxDOT noise assessment guidelines, the roadway alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model.

(8) Water Resources

(a) Surface water:

Address/prepare the following:

- i) Identify surface water hydrology and drainage features in the immediate study area.
- ii) Evaluate potential surface water drainage impacts - based on existing engineering studies and hydraulic information (does not include any additional engineering hydraulics studies at this level).
- iii) Evaluate surface water quality impacts - based on existing surface water quality data.
- iv) Evaluate potential for encroachment on floodplains and floodways.

(b) Groundwater – Evaluate the potential for impacts to the groundwater resources and water wells in the area.

(9) Waters of the U.S.

Address/prepare the following:

(a) Assessment of Waters of the U.S. including Wetlands - Potential types, functions, quality, and limits of jurisdictional waters of the U.S. and wetlands will be identified for comparative purposes. Potential acreages of impacted wetlands will be listed for build alternatives. For the EA, this will include the following:

- i) Potential waters and wetlands identified will be based on the following:
 - a) In-house use of soil maps and other available soils data for the study area.
 - b) Review of U.S. Geological Survey topographic quad sheets for the study area.
 - c) Review of U.S. Fish and Wildlife Service's National Wetland Inventory Maps.
 - d) Review of publicly available color infrared photos and aerial photography to be produced for the project design effort (not included in Environmental Scope of budget estimate).

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- (e) The length and area of potential impacts to waters and wetlands will be summarized in the environmental assessment.

(10) Geology

Address/prepare the following:

- (a) Describe physiography, topography, and geology of the study area.
- (b) Describe soils.

(11) Ecological Resources

Address/prepare the following:

- (a) Characterize the Project area with respect to ecological resources, including existing native vegetation attributes and wildlife habitat. Ecologically sensitive resources, if identified, will be mapped and described in order to assess potential effects of project construction and operation. An evaluation of project area wetlands will be conducted to compare relative impacts of the various project alternatives. This will include the appropriate literature and aerial photography review and field verification. Perform a literature review, habitat assessment(s), and USFWS and TPWD coordination to identify and address threatened/endangered species issue for compliance with the ESA. The assessment will focus on federally listed species of potential occurrence – this Scope of Service does not anticipate any presence of threatened/endangered species associated with the Project. Address compliance issues under the Migratory Bird Treaty Act.

(12) Cultural Resources

Address/prepare the following:

- (a) Conduct background review of historical and archaeological sources, including an inventory of recorded sites from the Texas Archeological Research Laboratory, to evaluate the potential for occurrence of sites that may be eligible for inclusion of the National Register of Historic Places. Conduct a TxDOT Historical Resources Survey of buildings and structures 1,300 feet beyond the proposed right-of-way for the feasible alignment(s) and within 200 feet of the existing FM 1660 alignment. Prepare constraints maps of cultural resources.

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- (b) Conduct a pedestrian survey (no testing or mitigation) of the preferred alignment as required for compliance with Section 106 of the National Historic Preservation Act and the Texas Antiquities Code. Prepare a summary report of finding for the TxDOT Austin District for their use in coordination with Environmental Division, Cultural Resource Staff and the THC/SHPO.

A summary of baseline conditions and potential impacts within the alternatives will be prepared for the EA, based on the information collected in (a) and (b), above.

(13) Hazardous Materials

Address/prepare the following:

- (a) Overview and summary of potentially impacted hazardous materials sites.
- (b) Identification of Sites of Concern - A review and evaluation of the following databases and lists will be performed:
- CERCLA
 - NPL
 - RCRA
 - RST
 - LRST
 - State Superfund
 - City/County Solid Waste Landfills
 - Oil and Gas

(15) Section 4(f) and Section 6(f) Properties

It is not anticipated that Section 4(f) or 6(f) properties will be impacted by the proposed project. If it becomes apparent that 4(f) and/or 6(f) properties may be impacted, required documentation would be undertaken as an additional service.

D. Environmental Assessment and FONSI Processing

1. Prepare and distribute copies as indicated and respond to comments on the EA.
 - a. Prepare four copies of Preliminary EA (Version 1) for District-level review.
 - b. Prepare revised EA (Version 2) and respond to District comments and send eight copies to District for forwarding to Environmental Affairs.
 - c. Prepare revised EA (Version 3) based on Environmental Affairs comments and send 10 copies to District for forwarding to and coordination with FHWA and regulatory agencies by Environmental Affairs.

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- d. Prepare revised EA (Version 4) to include agency comments and responses and send six copies to the District for forwarding to FHWA. It is assumed for purposes of scope and budget that FHWA will conclude that project impacts are potentially insignificant and a FONSI is anticipated. The State will initiate clearinghouse review.
2. Within the clearinghouse review period for the EA or after FHWA approval of the EA, assist the State, as outlined in Section III, in conducting Design Public Hearing (see public involvement section).

E. Field Visit

Whether or not discussed under each impact category, the following field visits will be conducted in support of the detailed evaluation of environmental issues investigated and documented in the EA for the feasible (no more than three) alternatives.

Field Visits - Field reconnaissance and investigations will be conducted only for certain impact categories, as outlined below. No field reconnaissance will occur until rights-of-entry are secured.

- a. Social/Economic/Relocation/Land Use - Reconnaissance field trip by a socioeconomic specialist to evaluate and document these categories, to include required visits/meetings with city, county, and regional planning organizations.
- b. Noise - Field visit by qualified individual to identify and assess ambient noise conditions.
- c. Ecology/Wetlands - Field surveys will be conducted by qualified biologist(s) in areas with potential for jurisdictional waters and wetlands (stream and riparian areas) to assess the biotic and wildlife community; evaluate wetlands; and identify potential habitat for protected species. Windshield surveys from public roads and accessible rights-of-way will be used to verify biotic and wildlife communities in previously disturbed areas remote from streams and wetlands.
- d. Hazardous Materials - A windshield survey by qualified professionals, including interviews with local officials and the public.
- e. Cultural Resources -

Archaeology: The results of the database search and visual reconnaissance of high probability areas will be used to assess previously documented baseline conditions and impacts. A letter report documenting the archaeological reconnaissance will be appended to the EA.

Historic Structures: Conduct additional field work and research beyond the initial reconnaissance to: (a) provide additional documentation on historic resources potentially eligible for the National Register of Historic Places (NRHP), and (b) assess possible effects of the proposed project (reasonable and feasible alternatives) on properties considered eligible for the National Register. The final product will be a document that will meet TxDOT ENV standards for identifying historic properties in the area of potential effect and taking into account the proposed project on these historic properties.

F. Additional Environmental Analysis and Final EA

Additional Environmental Analysis - The following additional work will be conducted based on agency comments of the EA and for addressing anticipated permit requirements, the Engineer will conduct additional field environmental investigations as outlined below. These follow-on environmental surveys will be accomplished within the technically preferred alternative.

a. Wetlands

- (1) Jurisdictional wetlands within the preferred ROW corridor will be located and classified according to the current U.S. Army Corps of Engineers methodology. The wetland/non-wetland boundary will be identified by staking/flagging within the preferred ROW corridor and located by sub-meter resolution GPS. Document on an approved map base.
- (2) Coordinate with the USACE on verification of wetland delineation findings and extent of wetland areas in areas where jurisdiction is questionable (i.e. outside of 100 year floodplain, adjacency to water of the U.S. is difficult to determine).

- b. Archaeology - A visual reconnaissance of high probability areas by qualified archaeological personnel to establish baseline conditions and assess impacts by the preferred alignment following the completion of the Draft EA. A letter report documenting the archaeological reconnaissance will be appended to the Final EA.

An agreement with the TxDOT Environmental Division and THC/SHPO will be developed regarding Phase I survey. A Phase I pedestrian survey for cultural resources will be conducted within the preferred ROW corridor to identify previously unrecorded cultural resources prior to the schematic alignment. No geomorphological analysis or fieldwork is included in this scope of work. The survey will be conducted in accordance with an approved research design and prevailing standards accepted by the State, the Council of Texas Archaeologists, and Section 106 regulations. A Cultural Resources Report will be prepared to document the archaeological and historical investigation prior to the completion of the FONSI. The need for Phase II (archaeological testing) or Phase III (data recovery) investigations, if any, cannot be determined at this time and are therefore not included in this scope of work.

G. Schematics for the preferred alternative

For budgetary purposes the length of the preferred alternative is assumed to be approximately 7 miles in length.

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1. Roadway Design (160)

The Engineer will prepare a schematic design for FM 1660 on controlled planimetric and topographic base map sheets to a scale of 1"=50' (H); 1"=5' (V). The engineer will revise, as needed, the centerline horizontal and vertical alignments of the previously prepared conceptual design and submit to the County for approval. The design schematic will be develop and will include the following:

- a. Centerline (mainlane) horizontal alignment
- b. Develop roadway typical sections and grade crossings
- c. Mainlane vertical profiles
- d. Other intersecting alignments
- e. Address issues relative to access to include frontage road feasibility, right-of-way requirements, and means of current and future access
- f. Ramp horizontal alignments
- g. Ramp vertical alignments
- h. Intersection layouts
- i. Plot cross-sections at approximately 100-foot intervals
- j. Earthwork quantities
- k. Proposed right-of-way requirements
- l. Identify utilities and potential conflicts. Provide utility information with limits.
- m. Sequence of construction projects through proposed ultimate facility
- n. Preliminary construction cost estimates
- o. Furnish right-of-way acreage by parcel and the number of residential, business, farm, and commercial relocations to the County for right-of-way cost estimate
- p. Wetland acreage impacts, if any, based upon construction limits/easements
- q. Wetland site maps showing extent of impacts

2. Provide to TxDOT and County for review the schematic documents at the following stages of completion:

- a. Stage (30%) Horizontal/vertical alignments, typical sections, design cross-sections at every full station, contour plot of the existing contours.

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- b. Stage (60%) Overpasses and intersections, exit and entrance ramps, design cross-sections at 100-foot intervals, and preliminary ROW requirements
- c. Stage (90%) Access control and final ROW requirements

3. Drainage (161)

The Engineer will complete hydraulic computations. The schematic design will include culverts, storm sewers, channels, and roadside ditches.

a. Hydraulic Drainage Study and Documentation

- (1) Preliminary hydraulic computations for the design schematic. The schematic will include culverts, roadside ditches, and storm sewer.
- (2) The Engineer will conduct the required design and develop plans that show:
 - (a) Storm sewer sizing
 - (b) Culvert sizing
 - i. Cross culverts
 - ii. Driveway culverts
 - (a) Roadside ditches
 - (b) Intersecting roadway drainage ditches.

4. Soils and Foundation Report for the relocation of FM 1660(110)

- a. Field Investigations - After completion and approval by the County of the centerline horizontal and vertical alignment and the preliminary structure layout, the Engineer will conduct geotechnical investigations. For budget purposes, the following outlines the work that is included in this scope and fee:
 - (1) Two soil borings at Cottonwood Creek Crossing and UPRR/US 79 bridges for a total of four bore holes at a depth of 100 feet.
 - (2) Soil borings along the preferred alternative at 500-foot intervals at a depth of 5-feet/boring for a total of 76 borings (380 vertical feet).
 - (3) Undisturbed samples of cohesive soils by Shelby tube sampler. Disturbed samples of cohesionless soils by split-barrel sampler in conjunction with the Standard Penetration Test.
 - (4) Texas cone penetrometer (TCP) tests will be conducted throughout the full depth of the bridge borings at a maximum of 10-foot depth intervals.
 - (5) Observations of groundwater will be made during field operations and shortly thereafter.

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- b. Laboratory Testing - The Engineer will test the soil samples obtained during field exploration in order to determine their engineering properties. Tests to be conducted include the Atterberg limits, moisture content, and amount passing the No. 200 sieve. The Engineer will use the laboratory test results to classify the soils. The Engineer will prepare a summary of the laboratory test results.
 - c. Analysis and Reports
 - (1) Foundation Report - The Engineer will analyze and evaluate the field and test results and prepare a Foundation Report in a format approved by the State. The report will include test results, boring logs, and groundwater observations at each boring location.
 - 5. Deliverables to the County:
 - a. Printout of design cross sections on 11" x 17" sheets at 100-foot intervals
 - b. MicroStation drawings of schematic design
 - c. DTM files (GEOPAK)
 - d. Printout of horizontal and vertical alignment data
 - e. Drainage Report
 - f. Foundation Report
- H. Right-of-Way Mapping for the preferred alternative (50 parcels)
 - 1. Right-of-Way Documents
 - a. Prepare a preliminary right-of-way layout covering the project area and submit to the State for approval.
 - b. Prepare a right-of-way map (at a scale of 1"= 100'), field note descriptions, parcel plats, and area calculation sheets describing parcels of land to be acquired.
 - (1) Right-of-Way Maps
 - (a) Proposed right-of-way lines will be delineated with appropriate bearings, distances, and curve data.
 - (b) Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired and, in areas of no proposed acquisition, to the extent necessary to describe the total proposed right-of-way corridor.

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- (c) The proposed centerline alignment will be delineated with appropriate bearings, distances, and curve data.
- (d) Private property lines will be delineated with appropriate bearings, distances, and curve data and symbols to the extent necessary to describe the individual parcels of land to be acquired.
- (e) League lines and survey lines will be shown and identified by name and abstract number. League and survey names will be shown on each map sheet.
- (f) County lines and city limit lines will be shown and identified by name.
- (g) A north arrow will be shown on each sheet and, if possible, in the upper right corner.
- (h) Monumentation set or found will be shown and described as to material and size.
- (i) A station and offset will be shown for each PC, PT, property lines, and angle point in the proposed right-of-way lines, and the existing right-of-way lines in areas of no proposed acquisition.
- (j) Intersecting streets will be shown and identified by name and right-of-way width.
- (k) Railroads will be shown and identified by name and right-of-way width.
- (l) Utility corridors will be identified as to easement or fee.
- (m) Easements and fee strips will be shown and identified by width, owner, and recording data.
- (n) Building lines or setback lines will be shown and identified.
- (o) Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
- (p) Structures will be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- (q) Structures that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to completely delineate the severed parts.

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- (r) Parking areas, billboards, and other on-premise signs that are severed by a proposed right-of-way line will be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign that is located within the proposed right-of-way corridor.
- (s) In cases where structures are located outside the proposed right-of-way corridor and within 100 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line will be shown.
- (t) If the structure is an element of the planimetric, the Engineer may "snap to" the structure to determine this shortest distance. However, if this distance is less than one meter, it will be field-verified.
- (u) Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be shown and completely identified.
- (v) The location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line will be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
- (w) Points of commencing and points of beginning will be shown and labeled.
- (x) Each parcel of land to be acquired will be identified by a parcel number per section 241.02 of the ROW Manual that will appear in the ownership parcel blocks and on the right-of-way map in the proximity of the respective parcel.
- (y) An ownership parcel block will be shown that will include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment.
- (z) A parent tract inset will be shown for each parent tract that cannot be shown to scale on the right-of-way map.
- (aa) A note will be included on the title sheet, index sheet, and each map sheet stating the source of bearings, coordinates, and datum used.

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- (ab) Appropriate notes will be included on the title sheet stating the following:
 - (1) Month(s) and year abstracting was performed upon which the map is based.
 - (2) Month(s) and year field surveys were conducted upon which the map is based.
 - (3) Month and year map was completed by the Engineer.
- (ac) The right-of-way account number, if available, will be shown on each right-of-way map sheet, along with the right-of-way control section and job number.
- (ad) Control-of-access lines should be shown as required.
- (2) Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following items of information:
 - (a) The field note description will begin with a general description that will include, as a minimum:
 - (i) State, County, and City within which the proposed parcel of land to be acquired are located.
 - (ii) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (iii) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
 - (b) The field note description will continue with a metes and bounds description that will include, as a minimum:
 - (i) A point of commencing.
 - (ii) A point of beginning with the appropriate X and Y surface coordinates.
 - (iii) A series of courses identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

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- (iv) A description of all monumentation set or found to include, as a minimum, size and material.
- (v) A reference to the source of bearings, coordinates, and datum used.
- (c) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.

3. Parcel Plats

- (a) A parcel plat will be prepared for each parcel of land to be acquired. The State has developed standard formats for parcel plats, copies of which the Engineer will request and secure for all purposes. Parcel plats will include every item of information shown on the right-of-way map that concerns the individual parcel.
- (b) All parcel plats will be signed and sealed by a Registered Professional Land Surveyor.
- (c) The Engineer will place monuments in the field as follows:
 - (i) The proposed right-of-way lines at all PC's, PT's, angle points, intersecting right-of-way lines of side streets, intersecting property lines, and 1500-foot stations.
 - (ii) The proposed centerline alignment at all PC's, PT's, PI's, and 1500-foot stations.
- (d) Provide to Williamson County a copy of all Instruments of Record acquired pursuant to this Contract.

II. Public Involvement/Agency Coordination/Railroad Coordination (110)

- A. Public Involvement - The Engineer will maintain an agency coordination and public involvement program and will identify key contacts with agencies, the news media, public officials, citizens groups, neighborhood associations, and the general public. The Engineer will assist the County in conducting two public meetings in the study area, local public officials meetings, small group meetings, and one public hearing. The proposed public involvement program will employ the following methods for the exchange of information:
 - 1. Mailing List - The master mailing list will be maintained by the Engineer. The State's assistance will be sought in updating the mailing list

2. News flyer - A news flyer will be produced by the County with the Engineer's assistance for distribution to those persons on the project mailing list and to agency officials prior to each public Meeting. The State will review the news flyer prior to its distribution. Bulk copies of the news flyer will be provided to local public agencies, such as town halls, police stations, and libraries. Copies will be posted in windows and on bulletin boards in local businesses for wide dissemination of project information.
3. Public Meetings 1 and 2
 - (a) The study team will locate and arrange facilities for the meetings. The Engineer will notify the public in advance of each meeting through the use of newspaper advertisements and project news flyer. The Engineer will prepare and release a press notice through the County regarding the meetings. All public concerns and comments identified during the meetings will be noted and a set of comments will be compiled and the mailing list updated.
 - (b) The Engineer will prepare minutes at each public meeting and submit to Williamson County and TxDOT. The contents of the minutes will include the following information:
 - (1) Copies of sign-in sheets with names and addresses of the attendees
 - (2) Summary and analysis of the proceedings and comments received
 - (3) Responses to the substantive comments
 - (4) Copy of the program/agenda and any information that was distributed
 - (5) Reduced versions or photographs of the exhibits
 - (c) Telephone and Mail Contact - The project news flyer and public information meeting and hearing will provide a mailing address and telephone number for the project team. Responsible project personnel having expertise in the area of concern will handle telephone and mail contact from interested parties. All mail and phone contacts will be responded to and will be coordinated with the County.
4. Design Public Hearings for the relocation of F.M. 1660

After completion and preliminary approval of the EA/FONSI and the approval of the schematic design by the State and FHWA, the Engineer will:

 - a. Assist County in conducting the design public hearing as outlined in Section III.
 - b. Participate in a post-hearing meeting with County to review agency comments and public comments, and determine need to revise schematic design.
 - c. Prepare and submit public hearing reports for submission to Environmental Affairs Division.

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B. Agency Coordination

As part of the proposed effort, the team intends to collect information and informally coordinate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental regulations and associated approvals, including the 18 regulatory programs listed in Section 2-204 of the TxDOT Operations and Procedures Manual, Part IIB, and Section 2 of the TxDOT Environmental Manual. These entities may include:

- Local, county, and municipal government agencies
- U.S. Army Corps of Engineers (USCE) regarding Section 404 (wetlands) compliance
- State Historic Preservation Officer (SHPO)/Texas Historical Commission (THC)
- U.S. Fish & Wildlife Service (USFWS) regarding Endangered Species Act (ESA) compliance
- Federal Emergency Management Agency (FEMA) and local flood management agency regarding National Flood Insurance Program compliance
- Texas Parks and Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding regarding non-regulated vegetation impacts
- Texas Commission on Environmental Quality (TCEQ)
- Natural Resources Conservation Service regarding Prime Farmland Protection Act compliance.

All correspondence and telephone or in-person discussions with agency officials will be logged as part of the project file. The Engineer will assist and advise the County with formal project coordination.

- C. Railroad Coordination – The Engineer will prepare a preliminary submittal for review by UPRR for the conceptual improvements of FM 1660 at US 79 and UPRR. The Engineer will provide informal coordination and meet with the UPRR director of public projects to discuss the project concepts and alternatives including interim and ultimate configurations. The engineer will present the UPRR comments to TxDOT and Williamson County for review and concurrence. The Engineer will incorporate all appropriate UPRR comments into the schematic. Upon approval of the schematic by TxDOT, the engineer will prepare a railroad exhibit for the interim and ultimate configuration previously agreed to by UPRR, TxDOT, and Williamson County. In addition to the railroad exhibits, copies the schematic will be submitted to UPRR. Upon receipt of the UPRR comments, the Engineer will provide responses to the UPRR comments and submit the revised railroad exhibits to the railroad. Further plan development and implementation of the railroad exhibits will be performed during the initial stages of the PS&E phase of the project.

III. Project Management (110)**A. The Engineer will:**

1. Develop a detailed work plan with manpower requirements and submit to Williamson County for approval.
2. Prepare progress and sequencing schedule, with milestone activities and/or deliverables identified, and submit to Williamson County for approval.

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3. Coordinate all of the activities within the various phases of the project.
 4. Coordinate the subconsultants' interrelated activities and timely coordination with State agencies, local government, civic groups, and interested citizens.
 5. Maintain contact with local officials, resource agencies, and the public.
 6. Schedule and attend status meetings with the State, bringing an up-to-date schedule with status and completion dates.
- B. Administer this phase of the project not reserved to the State.
1. Submit monthly invoices and monthly progress reports to Williamson County.
 2. Management of subconsultants to assure adherence to project schedule consistent with expenditures.
- C. Coordinate and ensure reviews and approvals of various submittals by Williamson County and TxDOT.
- D. Assign and brief all staff and subconsultants to assure compliance with County policies and procedures and to assure that work is accomplished on time.

ASSUMPTIONS FOR NEPA TASKS:

This NEPA task is based on currently known information that indicated the following activities would not be required:

1. Presence/absence field-surveys for threatened and endangered species
2. Section 4(f) and/or 6(f) studies
3. The survey area for archeology will be limited to right of way associated with the preferred alignment.
4. Air quality sampling or modeling
5. Noise mitigation studies and measurements; noise barrier analysis/evaluation
6. Ground vibration analysis
7. Testing or mitigation phases of Section 106 compliance.

ADDITIONAL ASSUMPTIONS:

1. An EA will provide appropriate level of documentation necessary for TxDOT and FHWA decision makers. If during initial project scoping (i.e agency coordination and first Public Meeting) it is determined that resource impacts or public concern may raise level of perceived adverse impacts to the level of significance, additional coordination with TxDOT will be required to evaluate the need for an EIS. An additional scope and budget for an EIS will be prepared if necessary.
2. Coordination with state SHPO will be conducted by TxDOT Environmental Division personnel in accordance with the Memorandum of Understanding between TxDOT and THC.
3. The permit applications and mitigation plans cannot be identified at this time. If required, Section 404 permitting and mitigation planning, will be conducted under an additional services authorization.

ADDITIONAL SERVICES:

The following tasks are not included in this proposal and are considered additional services to be included when warranted:

1. Mitigation planning for historic sites
2. Testing and/or mitigation as related to archeological resources
3. Field surveys, testing, and analysis associated with hazardous materials contamination

SCOPE OF SERVICES – APPENDIX A

EXHIBIT C

WORK SCHEDULE

SCOPE OF SERVICES – APPENDIX A

EXHIBIT D

FEE SCHEDULE

Exhibit "D"
Fee Schedule
Summary of Compensations
Proposed FM 1660 Relocation
Williamson County, Texas

Cobb, Fendley & Associates, Inc.

A LABOR

Classification	Hours	Rate	Labor
Program Manager	102.0	\$135.00	\$13,770.00
Project Manager	481.0	\$120.00	\$57,720.00
St. Engineer	166.0	\$105.00	\$17,430.00
Project Engineer	630.0	\$95.00	\$59,850.00
Civil Designer	444.0	\$75.00	\$33,300.00
CADD Operator	344.0	\$65.00	\$22,360.00
Clerical	158.0	\$43.00	\$6,794.00
<hr/>			
Total Labor	2,325.0	Hours	\$211,224.00

B	EXPENSES (Schematics)	\$10,761.00
	EXPENSES (ROW/Surveying)	\$644.00

C SUBCONSULTANTS

HDR (Environmental/RR Coordination, Peer Review)	\$161,741.51	26%
Geotechnical Investigation (Approximate)	\$35,000.00	6%
ROW Mapping	\$158,680.00	26%
Base Plan Preparation	\$12,921.00	2%
Supplemental Field Surveying	\$28,609.00	5%
<hr/>		
Subtotal Subconsultants		\$396,951.51

D. PROJECT TOTAL FEE	\$619,580.51
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USE	\$620,000
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04/16/2004 *ADW*

Proposed FM 1660 Relocation
Williamson County, Texas
Schematic Design
Exhibit "D"

Fee Schedule

Function Code	Phase 11 - P.M. 1660 Supplemental Topographic Surveying, Environmental Assessment, Schematic Design & ROW Mapping	Responsibility	Program Manager	Project Manager	Senior Engineer	Project Engineer	Civil Designer	CADD Operator	Clerical	Total Hours	Total Budget
	A. Right-of-Way/Field Surveying										
130	1. Supplemental field surveying (SEE ATTACHMENT A.)	CFA	0	0	0	0	0	0	0	0	\$28,609.00
	SUBTOTAL A (HOURS)		0	0	0	0	0	0	0	0	
	SUBTOTAL A (DOLLARS)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$28,609.00
150	B. Base Plan Preparation										
	1. Process field survey data, preparation of base map (SEE ATTACHMENT A.)	CFA	0	0	0	0	0	0	0	0	\$12,921.00
	SUBTOTAL C (HOURS)		0	0	0	0	0	0	0	0	
	SUBTOTAL C (DOLLARS)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,921.00
120	C. Environmental Assessment for Relocation of FM 1660 (Attachment B)										
120	D. Environmental Assessment and FONSI Processing	HDR/CFA	2	16					2	18	\$2,276.00
120	E. Field Visits	HDR/CFA	2	16					2	18	\$2,276.00
120	F. Additional Environmental Analysis and Final EA	HDR									
	SUBTOTAL EA Processing (HOURS)		4	32	0	0	0	0	4	40	
	SUBTOTAL EA Processing (DOLLARS)		\$540.00	\$3,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.00		\$4,552.00
160	G. Schematics for Preferred Alternative										
	1. Roadway Design										
	a. Centerline (mainline) horizontal alignment	CFA	2	2	0	24	16	16	0	60	\$5,030.00
	b. Develop roadway typical section and grade crossings	CFA	2	2	0	24	16	16	0	60	\$5,030.00
	c. Mainline vertical profiles	CFA	0	4	0	16	40	24	0	84	\$6,560.00
	d. Other intersecting alignments	CFA	0	2	2	24	40	24	0	92	\$7,290.00
	e. Frontage road access and feasibility	CFA	0	4	2	16	8	8	0	38	\$3,330.00
	f. Ramp horizontal alignments	CFA	0	2	2	40	48	24	0	116	\$9,410.00
	g. Ramp vertical alignments	CFA	0	2	2	40	48	24	0	116	\$9,410.00
	h. Intersection layouts	CFA	0	4	0	40	48	24	0	108	\$8,840.00
	i. Cross Sections	CFA	0	4	0	80	48	16	0	148	\$12,720.00
	j. Earthwork quantities	CFA	0	2	0	64	40	24	0	130	\$10,880.00
	k. Proposed right-of-way requirements	CFA	0	4	2	8	8	8	0	30	\$2,570.00
	l. Identify utilities and potential conflicts	CFA	0	2	0	4	4	8	0	18	\$1,440.00
	m. Sequence of Construction	CFA	0	8	4	24	24	16	4	76	\$6,500.00
	n. Preliminary construction cost estimates	CFA	2	8	4	40	16	4	4	78	\$7,082.00
	o. Furnish ROW acreages	CFA	0	2	0	4	8	8	0	22	\$1,740.00
	p. Wetland Acreages	CFA	0	2	0	0	4	8	0	14	\$1,060.00
	q. Wetlands site map	CFA	0	1	0	0	4	8	0	13	\$940.00
	2. Submittal of Schematics to State for Review										
	a. Stage 30% Review	CFA	2	4	0	8	0	8	0	22	\$2,030.00
	b. Stage 60% Review	CFA	2	4	0	8	0	8	0	22	\$2,030.00
	c. Stage 90% Review	CFA	2	4	0	8	0	8	0	22	\$2,030.00
161	3. Drainage										
	a. Hydraulic Drainage Study and Documentation										
	1. Complete hydraulic computations and schematic	CFA	0	8	8	32	8	24		80	\$7,000.00
	2. Conduct required design and develop plans	CFA	0	8	8	32	8	8		64	\$5,960.00
	a. Storm sewer & culvert sizing	CFA	0	4	8	16	4	8		40	\$3,660.00
	b. Roadside Ditches	CFA	0	2	8	16	4	8		38	\$3,420.00
	c. Intersecting roadway drainage ditches	CFA	0	2	8	2	4	8		24	\$2,090.00

ADW

Proposed FM 1660 Relocation
Williamson County, Texas
Schematic Design
EXPENSES

Function Code	Phase II - P.M. 1660 Supplemental Topographic Surveying, Environmental Assessment, Schematic Design & ROW Mapping	Responsibility	Mileage @ \$3.00/mile			REPRODUCTION				MISCELLANEOUS				Total
			Air Fare	Miles	\$	Copying	Exhibits	Color	Newsletters	Misc.	Express	Mail /	Newspaper	
130	A. Right-of-Entry/Field Surveying	CYA			\$									\$
130	1. Supplemental field surveying (SEE ATTACHMENT A)	CYA												\$
150	3. Field Survey	CYA												\$
	a. Supplemental topographic surveying	CYA												\$
	b. Horizontal and vertical location of utilities	CYA												\$
	c. Ditch cross sections of affected waterways	CYA												\$
	d. Field identification of planimetric features	CYA												\$
	SUBTOTAL A				\$									\$
150	B. Base Plan Preparation	CYA			\$									\$
	1. Process field survey data, preparation of base map (SEE ATTACHMENT A)	CYA												\$
	2. Compile into MicroStation compatible drawing files set to state standard (QA)	CYA												\$
	3. Overlay survey data on digital ortho-photo	CYA												\$
	SUBTOTAL B				\$									\$
120	C. Environmental Assessment for Relocation of FM 1660 (Attachment B)	EDM/CYA		50	\$ 15.00									\$ 98.00
120	D. Environmental Assessment and FONSI Processing	EDM/CYA								\$80				\$ 20.00
120	E. Field Visit	EDM								\$20				\$
	F. Additional Environmental Analysis and Final EA	EDM												\$
	SUBTOTAL C-F			50	\$ 15.00	\$0	\$0	\$0	\$0	\$0	\$100	\$0		\$ 118.00
160	G. Schematics for Preferred Alternative	CYA		200	\$ 72.00	\$ 200.00	\$ 2,500.00			\$80				\$ 2,852.00
	1. Roadway Design	CYA												\$
	a. Centerline (initialize) horizontal alignment	CYA												\$
	b. Develop roadway typical section and grade crossings	CYA												\$
	c. Mainline vertical profiles	CYA												\$
	d. Other intersecting alignments	CYA												\$
	e. Frontage road access and feasibility	CYA												\$
	f. Ramp horizontal alignments	CYA												\$
	g. Ramp vertical alignments	CYA												\$
	h. Intersection layouts	CYA												\$
	i. Cross Sections	CYA												\$
	j. Earthwork quantities	CYA												\$
	k. Proposed right-of-way requirements	CYA												\$
	l. Identify utilities and potential conflicts	CYA												\$
	m. Sequence of Construction	CYA												\$
	n. Preliminary construction cost estimates	CYA												\$
	o. Purcish ROW acreages	CYA												\$
	p. Wetland Acreages	CYA												\$
	q. Wetlands site map	CYA												\$
	2. Submittal of Schematics to State for Review	CYA												\$
	a. Stage 30% Review	CYA												\$
	b. Stage 60% Review	CYA												\$
	c. Stage 90% Review	CYA												\$
161	3. Drainage	CYA												\$
	a. Hydraulic Drainage Study and Documentation	CYA												\$
	1. Complete hydraulic computations and schematic	CYA												\$
	2. Conduct required design and develop plans	CYA												\$
	a. Storm sewer & culvert sizing	CYA												\$
	b. Roadside Ditches	CYA												\$
	c. Intersecting roadway drainage ditches	CYA												\$
	4. Soils and Foundation Report	CYA												\$
	a. Field Investigations	CYA												\$
	1. Two soil borings at each bridge.	CYA												\$
	2. Soil borings (76) along preferred alternative	CYA												\$
	3. Undisturbed samples of cohesive soils by Shelby tube sampler.	CYA												\$
	4. Texas cone penetrometer (TCP) tests.	CYA												\$
	5. Groundwater observations.	CYA												\$
	b. Foundation Recommendations	CYA												\$
	SUBTOTAL G			900	\$ 180.00	\$ 650.00	\$ 2,500.00	\$		\$	\$ 160.00	\$		\$ 3,490.00

ADW

ATTACHMENT A
Proposed FM 1660 Relocation
Williamson County, Texas
ROW Mapping and Supplemental Surveying Services
Exhibit "D"
Fee Schedule

Function	Phase II - F.M. 1660 Supplemental Topographic Surveying & ROW Mapping	Responsibility	Project Manager	Abstractor	3-Man Field Crew	Project Surveyor	Survey Technician	CADD Operator	Clerical	Total Hours	Total Budget
Code											
130	A. Right-of-Entry/Field Surveying										
150	1. Right-of-Entry	CFA	1	150	0	2	0	0	2	155	\$12,411.00
	2. Field Survey										
	a. Supplemental topographic surveying	CFA	1	0	20	1	8	8	1	39	\$3,577.00
	b. Horizontal and vertical location of utilities	CFA	0	0	20	1	8	8	1	38	\$3,442.00
	c. Ditch cross sections of affected waterways	CFA	1	0	30	1	8	8	1	49	\$4,657.00
	d. Field identification of planimetric features	CFA	0	0	30	1	8	8	1	48	\$4,522.00
	SUBTOTAL A (HOURS)		3	150	100	6	32	32	6	329	
	SUBTOTAL A (DOLLARS)		\$495.00	\$12,000.00	\$10,800.00	\$570.00	\$2,400.00	\$2,176.00	\$258.00		\$28,609.00
150	B. Base Plan Preparation										
	1. Compile into MicroStation compatible drawing files set to State standards (QA)	CFA	0	0	0	4	40	80	1	125	\$8,863.00
	2. Overlay survey data on digital ortho-photo	CFA	0	0	0	1	16	40	1	58	\$4,058.00
	SUBTOTAL B (HOURS)		0	0	0	5	56	120	2	183	
	SUBTOTAL B (DOLLARS)		\$0.00	\$0.00	\$0.00	\$475.00	\$4,200.00	\$8,160.00	\$86.00		\$12,921.00
	C. Right-of-way Mapping										
	1. Abstracting	CFA	2	285							\$23,070.00
	2. Right-of-way Documents										
	a. Abstract Map	CFA	1			25	50	50	1		\$9,703.00
	b. Right-of-Way Maps	CFA	2		300	50	200	225	1		\$67,763.00
	c. Field Notes	CFA	2			50	100		1		\$12,563.00
	d. Parcel Plats	CFA	2			100	100	225	1		\$32,613.00
	3. Monumentation	CFA	1		100	2	24		1		\$12,968.00
	SUBTOTAL C (HOURS)		10	285	400	227	474	500	5	1,901	
	SUBTOTAL C (DOLLARS)		\$1,350	\$22,800	\$43,200	\$21,565	\$35,550	\$34,000	\$215		\$158,680.00
	SUBTOTAL A, B, C (HOURS)		13	435	500	238	562	652	13	2,413	
	SUBTOTAL A, B, C (DOLLARS)		\$1,755.00	\$34,800.00	\$54,000.00	\$22,610.00	\$42,150.00	\$44,356.00	\$559.00		\$200,210.00

ADW

Proposed FM 1660 Relocation
Williamson County, Texas
Surveying & ROW Services
EXPENSES

Function Code	Phase II - F.M. 1660 Supplemental Topographic Surveying, Environmental Assessment, Schematic Design, & ROW Mapping	Responsibility	Mileage @ \$.36/mile				REPRODUCTION				MISCELLANEOUS			
			Air Fare	Miles	\$	Meals	Copying	Exhibits	Color	Newspapers	Misc.	Express	Mail /	Total
130	A. Right-of-Way/Field Surveying 1. Supplemental field surveying 2. Right-of-Way 3. Field Survey a. Supplemental topographic surveying b. Horizontal and vertical location of utilities c. Ditch cross sections of affected waterways d. Field identification of planimetric features	CFA			0									\$ -
130		CFA												\$ -
130		CFA		200	\$72		\$300							\$ 272.00
		CFA												\$ -
		CFA												\$ -
	SUBTOTAL A		\$ -	200	\$ 72.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272.00
130	B. Base Plan Preparation 1. Process field survey data, preparation of base map 2. Compile into MicroStation compatible drawing files set to State standards (QA)	CFA			\$ -									\$ -
	SUBTOTAL B		\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	H. Right-of-Way Mapping 1. Right-of-Way Documents a. Right-of-Way Layout b. Right-of-Way Maps, field note description, parcel plat and area calc. Sheets (1) Right-of-Way Maps, Prepared to State Standards (2) Field Note Descriptions (3) Parcel Plat (a) Parcel plat preparation (b) Parcel Plat annotations	CFA			\$ -									\$ -
		CFA		200	\$ 72.00		\$ 300.00							\$ 372.00
		CFA												\$ -
		CFA												\$ -
		CFA												\$ -
		CFA												\$ -
	SUBTOTAL H		\$ -	200	\$ 72.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 372.00
	TOTAL		\$ -	400	\$ 144.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644.00

ADW

Exhibit "D" Fee Schedule
HDR Attachment B

Proposed FM 1660 Relocation

Task No.	Func Code	FM 1660 - Williamson County, TX Task Description	Sr. Eng	PM/Design Eng	Sr. Envt	Sr. Planner Economist	EIT	Envt Scientist	Sr. Design Tech	CADD Tech	Clerical and Steno	Total Raw Labor
		Ave. Between Contract FY 2003 & FY 2004 Max	53.00	45.00	42.00	45.75	25.00	22.50	32.00	24.00	20.00	
NEPA Process & Documentation												
1.0		Phase I: Purpose and Constraints Evaluation										
1.1		Project Management/Subcontracting	2	8	36	4	0	0	0		8	\$2,321.00
1.2		Purpose & Need Development	4	16	4	16	0	12			0	\$2,102.00
1.3		Define Trans. Deficiencies/Needs		8	2	16	16	0	0	8	0	\$1,768.00
1.4		Existing Land Use Research / Evaluation			4	8	0	24	0	4	2	\$1,210.00
1.3		Socio-Economic Constraints Eval.			0	24	0	8	0	4	0	\$1,374.00
1.5		Natural Resource Data Collection / site visit	0		24	0	0	40	0	0	4	\$1,988.00
1.3		Haz/Mat. Data Collection			0	4	8	0	0	4	0	\$479.00
1.5		Cultural Resource Data Incorporation			0	8	8	0	0	4	0	\$662.00
1.5		Constraint Mapping	0		2	2	0	16	16	8	0	\$1,239.50
1.6		Alternative Development	2	12	4	12	0	0	8	0	0	\$1,619.00
		Initial Agency Coordination	2	2	8	8		8			8	\$1,238.00
		Subtotal Phase I Hours	10	46	84	102	32	108	24	32	22	\$16,000.50
Phase II - NEPA Documentation												
2.0		Phase II - NEPA Documentation										
2.1		Preliminary EA for County & District	0	8	16	60	16	60	16	4	4	\$6,215.00
2.2		Draft (Ver 2) EA for TxDOT ENV		2	12	32	8	16	0	12	4	\$2,986.00
2.3		Draft (Ver 3) of EA for FHWA		2	8	16	8	16	0	12	2	\$2,046.00
2.4		Final (Version 4) of EA to TxDOT / FHWA		2	8	16	8	8	0	12	4	\$1,906.00
2.5		Wetland Delin. of Preferred Align ROW			8			16				\$696.00
2.6												\$0.00
2.7		Quality Control/Assurance	8	12	12	4	0	0	4	0	2	\$1,819.00
2.8												\$0.00
		Subtotal Phase II Hours	8	26	64	128	40	116	20	40	16	\$15,668.00

APW

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Exhibit "D" Fee Schedule
HDR Attachment B
FM 1660 Relocation

HDR Engineering, Inc.

05/11/2004

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Task No.	Func Code	FM 1660 - Williamson County, TX Task Description	Sr. Eng	PM/ Design Eng	Sr. Envir.	Sr. Planner Economist	EIT	Envir. Scientist	CADD Tech	Clerical and Steno	Total Raw Labor
		Ave. Between Contract FY 2003 & FY 2004 Max	55.00	45.00	42.00	45.75	28.00	22.50	26.00	20.00	
2.0		UPRR Coordination									
N		Attend Meeting w/County on Layout Alter. (1)	6	6							\$600.00
O		Attend Meetings w/UPRR (3)	18	18							\$1,800.00
P		Layout drawings & Exhibits for UPRR	8	24					16		\$1,936.00
N, O & P		UPRR Coordination	32	48	0	0	0	0	16	0	\$4,336.00
		Direct Expenses	UNITS			RATE					
		Postage (regular mail)	0.5 lot			\$100.00					\$50.00
		COPIES /Prints (8.5X11)	100 Each			\$0.07					\$7.00
		Copies/ Prints (11X17)	20 Each			\$15.00					\$300.00
		Plots	0 Sq Ft			\$5.00					\$0.00
		Postage (express mail)	2 Each			\$15.00					\$30.00
		Telephone	0.5 Lot			\$50.00					\$25.00
		Technology Charge	96 Hrs.			\$4.10					\$393.60
		Car Mileage	1000 Mile			\$0.365					\$365.00
		Airfare	0 Trips			\$200.00					\$0.00
		Direct Expense Total									\$1,170.60
		Total Direct Labor									\$4,336.00
		Overhead (162.57%)									\$7,049.04
		Subtotal									\$11,385.04
		Total 15% Fixed Fee									\$1,707.76
		Total Direct Expenses									\$1,170.60
		Subcontract Costs plus 10%									0
		HDR Total Fee									\$14,263.39

ADW

**Exhibit "D" Fee Schedule
HDR Attachment B**

Proposed FM 1660 Relocation

[illegible]

ADLW

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

Form **W-9**

(Rev. January 2002)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name **COBB, FENDLEY & ASSOCIATES, INC**

Business name, if different from above **SAME**

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.) **5300 HOLLISTER, SUITE 400** Requester's name and address (optional)

City, state, and ZIP code **HOUSTON TX 77040**

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

or

Employer identification number
74-2192879

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
HereSignature of
U.S. person*Marilyn Sanger*

Date

4-7-04**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (28% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Client#: 17176

COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/07/03

PRODUCER USI Insurance Services of TX P.O. Box 218060 Houston, TX 77218-8060 281 496-3400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cobb Fendley & Associates, Inc. 5300 Hollister, Suite 400 Houston, TX 77040		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Transportation Insurance Company	20494
		INSURER B: Valley Forge Insurance Company	
		INSURER C: Continental Casualty Company	
		INSURER D: Transcontinental Insurance Company	
		INSURER E: Great American Assurance	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1072018106	07/10/03	07/10/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1072023113	07/10/03	07/10/04	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	1072023130	07/10/03	07/10/04	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2049769301	07/10/03	07/10/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E		OTHER Professional Liability	N575028502	10/14/03	10/14/04	\$1,000,000 Per Claim \$1,000,000 Annual Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: FM 1660 Project

Williamson County is named as additional insured in regards to the General Liability as described above.
(See Attached Descriptions)

CERTIFICATE HOLDER

Williamson County
c/o Prime Strategies, Inc.
Gateway Planning Group
1508 S. Lamar Blvd.
Austin, TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Policies shall not be canceled or reduced, restricted or limited until Ten (10) days after county has received written notice as evidenced by return receipt of registered or certified letter.

Professional Liability: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

Client#: 17176


COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/07/03												
PRODUCER USI Insurance Services of TX P.O. Box 218060 Houston, TX 77218-8060 281 496-3400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Cobb Fendley & Associates, Inc. 5300 Hollister, Suite 400 Houston, TX 77040		<table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER B: Valley Forge Insurance Company</td><td></td></tr><tr><td>INSURER C: Continental Casualty Company</td><td></td></tr><tr><td>INSURER D: Transcontinental Insurance Company</td><td></td></tr><tr><td>INSURER E: Great American Assurance</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Company	20494	INSURER B: Valley Forge Insurance Company		INSURER C: Continental Casualty Company		INSURER D: Transcontinental Insurance Company		INSURER E: Great American Assurance	
INSURERS AFFORDING COVERAGE	NAIC #													
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COVERAGES

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1072018106	07/10/03	07/10/04	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1072023113	07/10/03	07/10/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	1072023130	07/10/03	07/10/04	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2049769301	07/10/03	07/10/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
E		OTHER Professional Liability	N575028502	10/14/03	10/14/04	\$1,000,000 Per Claim \$1,000,000 Annual Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: FM 1660 ProjectWilliamson County is named as additional Insured in regards to the General Liability as described above.
(See Attached Descriptions)

CERTIFICATE HOLDER Williamson County c/o Prime Strategies, Inc. Gateway Planning Group 1508 S. Lamar Blvd. Austin, TX 78704	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

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AGENDA ITEM 27

Consider approving Professional Services Agreement for S.D. Kallman, L.P. – Engineers and Environmental Consultants pertaining to Chandler Road, Phase IIIA.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve Professional Services Agreement for S.D. Kallman, L.P. – Engineers and Environmental Consultants pertaining to Chandler Road, Phase IIIA.

Vote: 4 – 0 – 1. Commissioner Limmer abstained from the vote.

< Attachment >